

SECOND AMENDMENT TO  
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

JOINT FUNDING OF THE LOCAL SHARE OF FLORIDA INLAND NAVIGATION  
DISTRICT PROJECT TO DEEPEN THE DANIA CUTOFF CANAL

This is a Second Amendment to the May 25, 2010, Agreement (the "Agreement") made and entered into by and between BROWARD COUNTY, hereinafter referred to as "COUNTY," through its Board of County Commissioners, its successors and assigns, and CITY OF DANIA BEACH, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Agreement to jointly fund the local cost share of the Florida Inland Navigation District (FIND) Project to deepen the Dania Cutoff Canal, with the CITY agreeing to maintain the Dania Cutoff Canal after completion of the project and provide the local cost share in any future canal dredging project; and

WHEREAS, on September 27, 2011, the Parties entered into a First Amendment to the Agreement, which extended the term of the Agreement an additional year in order to accommodate the revised completion date of the Project; and

WHEREAS, FIND has revised the project costs and schedule within which to complete the Project; and

WHEREAS, the Parties desire to revise the joint funding and extend the term of the Agreement an additional year in order to accommodate the increase in project cost and schedule for completion of the Project; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, the COUNTY and CITY agree as follows:

1. Article 2, Scope of Participation, of the Agreement is hereby amended, in part, to read as follows:

2.1 Provided that the Dania Cutoff Canal Deepening Project receives 75% funding of the total estimated cost of ~~\$5,500,000~~ \$6,601,500 by FIND and a contract is executed between the COUNTY and FIND, COUNTY and CITY shall participate in the Project in the manner set forth in this Agreement.

2.2 COUNTY shall:

\* \* \*

2.2.2 Remit to FIND 100% of the local cost share, not to exceed ~~\$1,375,000.00~~ \$1,650,375.00, which corresponds to 25% of the total estimated cost for the construction of the Project.

2.3. CITY shall:

2.3.1 Reimburse COUNTY for 50% of the local cost share, not to exceed ~~\$687,500.00~~ \$825,187.50.

\* \* \*

2. Article 3, Funding, Section 3.1, of the Agreement is hereby amended to read as follows:

3.1 CITY agrees to reimburse COUNTY, in the manner specified in Section 3.2, up to a maximum amount of ~~Six Hundred Eighty-Seven Thousand and Five Hundred Dollars (\$687,500.00)~~ Eight Hundred Twenty-five Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$825,187.50) for its share of the local cost share.

3. Article 5, Term and Termination, Section 5.1 of the Agreement is hereby amended to read as follows:

5.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall ~~end on September 30, 2012~~ terminate upon completion of the Project and payment by CITY pursuant to Article 3; provided, however, that the provisions of Articles 4 and 8 shall survive such termination.

4. Preparation of this Second Amendment has been a joint effort of COUNTY and CITY, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

5. Except as otherwise specifically amended herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict

between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Agreement, the parties hereto hereby agree that this document shall control.

6. This Second Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed by the Parties in multiple copies, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

Coding: Words in ~~strike-through~~ type are deletions from existing text. Words in underline type are additions to existing text.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY OF DANIA BEACH, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Al A. DiCalvo (Date)  
Assistant County Attorney

AAD:hb  
12/9/11; 12/22/11  
DaniaBeachJPA(DaniaCutoffDredging).am2.doc  
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SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR JOINT FUNDING OF THE LOCAL SHARE OF FLORIDA INLAND NAVIGATION DISTRICT PROJECT TO DEEPEN THE DANIA CUTOFF CANAL

CITY

ATTEST:

CITY OF DANIA BEACH

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(Seal)

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney